BOARD OF COUNTY COMMISSIONERS Grant County, Washington

RESOLUTION RESCINDING
RESOLUTION NO.
18-125-CC AND RELATED
INTERAGENCY AGREEMENT
(INTERLOCAL AGREEMENT)
BETWEEN GRANT COUNTY AND THE
CITY OF QUINCY REGARDING
OUINCY PARTNERSHIP FOR YOUTH

RESOLUTION No. 19-023-CC

WHEREAS, the Board of County Commissioners adopted by Grant County Resolution No. 18-125-CC and related Interagency Agreement on December 31, 2018, with Quincy Communities That Care which became Quincy Partnership for Youth, for the provision of "Youth Services",

WHEREAS, amendments have been made to the Interlocal Agreement by the City of Quincy requiring a new agreement to be executed; and

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, permits local governmental entities to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, for the purposes of providing services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Grant County, Washington, a political subdivision of the State of Washington by and through its Board of County Commissioners (the "County"), and the City of Quincy, a Washington municipal corporation (the "City"), are vested with authority to enter into an Interlocal Agreement pursuant to chapter 39.34 RCW; and

WHEREAS, The City has previously contracted for the provision of "Youth Services", described in Section 1 of the Interlocal Agreement, with Quincy Communities That Care which became Quincy Partnership for Youth, through the Grant County Health District; and

WHEREAS, The City desires to continue to receive "Youth Services" through the County; and

WHEREAS, Grant County, by and through its Grant Integrated Services department, and the City of Quincy desire to contract with each other to provide "Youth Services" in the City.

NOW, THEREFORE, BE IT RESOLVED, that Resolution No. 18-125-CC and related Interlocal Agreement that were executed December 31, 2018 be rescinded and replaced with the attached amended Interagency Agreement and executed between the City of Quincy and Grant County, by and through its Grant Integrated Services Department.

	Yea	Nay	Abstain	COMMISSIONERS GRANT COUNTY, WASHINGTON
	4			Tom Taylor, Chair
ATTEST:				Excuse Cindy Carter, Vice-Chair
Clerk of the Board	4			Richard Stevens, Member

INTERLOCAL AGREEMENT FOR PROVISION OF SERVICES

THIS SERVICE AGREEMENT is made between the City of Quincy (the "City") and Grant County, a political subdivision of the State of Washington (the "County").

RECITALS

- a. This Agreement is made pursuant to RCW 39.34, which authorizes municipal corporations to contract with each other to perform certain functions which each may legally perform.
- b. The City has previously contracted for the provision of "Youth Services", described in Section 1, with *Quincy Communities That Care* which became *Quincy Partnership for Youth*, through the Grant County Health District.
- c. The City desires to continue to receive Youth Services through the County.

AGREEMENTS

- 1. <u>Provision of Youth Services</u>. Through Quincy Partnership for Youth, the County will provide the following Youth Services in the City. The County will use City funds to defray the cost of staffing, management, and delivery of the following "Youth Services":
- a. <u>Community parenting classes</u>. Quincy Partnership for Youth will teach community parenting classes. These classes are taught (bilingual English/Spanish) to bridge the cultural divide in the community and bring together parents and families to build skills and learn to change behaviors for the purpose of promoting strong, healthy families. These may include classes such as Strengthening Families, Love and Logic, and Question, Persuade and Refer (QPR).
- b. <u>Active youth mentorship</u>. Quincy Partnership for Youth staff will facilitate youth-led meetings, assist in community event planning, conduct youth prevention activities, assure youth attendance at skill building conferences, and co-host other youth led activities.
- c. <u>Program Assistance</u>. Quincy Partnership for Youth will collaborate the following services with the Quincy Police Department and City of Quincy. QPY will provide data gathering and assessment reports to community partners; assist in hosting a bilingual town hall event and community-wide "Rx Take Back" event.
- 2. Administrative Assistance for Recreation Department. Quincy Partnership for Youth staff will provide certified bilingual services and administrative assistance to the City's Recreation Department, as set out by the City's Recreation Director.
- 3. Reports to the City Council. The County will provide City Council with a report on the provision of Youth Services by the County no less often than quarterly.

4. Payment.

- a. <u>Service Fee</u>. The City will pay the County the \$40,000 in equal quarterly payments on January 1st, April 1st, July 1st, and October 1st, during the term of this Service Agreement. The Service Fee is allocated between the provision of Youth Services (\$30,000) and for administrative assistance (\$10,000).
- b. <u>In-kind Services</u>. The City will provide facilities for the County, including office space, telephone and use of a photocopier and copy paper within the City's Recreation Department for normal office requirements.
- 5. <u>Compliance with Laws</u>. In performing the Youth Services, the County will comply with all applicable federal, state and local laws, ordinances and regulations, including, but not limited to, those pertaining to Civil Rights.
- 6. <u>Relationship between Parties</u>. This Service Agreement is not an Employment Contract. The County is an independent contractor to the City. No agent, employee, servant, subcontractor of the County is an employee, agent, or subcontractor of the City.
- 7. <u>Indemnification</u>. All Youth Services will be rendered or performed entirely at the County's own risk and the County will indemnify and hold the City harmless, said indemnification to include all officers, agents, employees of the City from any and all liability, loss or damage they may suffer as the result of claims, demands, actions, damages or injuries of every kind or nature whatsoever by or to any and all persons or property, including reasonable attorney's fees, or judgments against them which result from, or arise out of the services to be rendered or performed by the County under the terms of this Service Agreement.
- 8. <u>Assignment</u>. The County may not assign or transfer in whole or part its interest in this Service Agreement without the City's express written consent.
- 9. <u>Modification</u>. The terms and conditions of this Service Agreement may modified, but only in writing referring to this Service Agreements.
- 10. <u>Termination</u>. If either party desires to terminate this Service Agreement prior to the end of its term or any extension thereof, they must provide 90 days' written notice to the other. Upon termination, all payments made by the City to the County shall cease.
- 11. <u>Waiver</u>. No officer, employee, agent or otherwise of the City has the power, right or authority to waive any of the conditions or provisions to this Service Agreement. No waiver of any breach of this Service Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Service Agreement or at law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. Failure of the City to enforce at any time any of the provisions of this Service Agreement or to require at any time performance by the County of any provision of this Service Agreement, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Service Agreement or any part hereof, or the right of the City to hereafter enforce each and every such provision.

- 12. <u>Term; Extension</u>. This Service Agreement shall be for a period of one year, beginning January 1, 2019, and ending on December 31, 2019 and may be extended for an unlimited number of additional terms of one year each. If the County desires to extend this Service Agreement, it must provide written notice to the City by September 30 requesting the term be extended for the following year. The City will notify the County not later than November 30 if the City does not agree to an extension.
- 14. <u>Notices</u>. All notices called for or provided for in this Agreement must be in writing and delivered personally or by certified mail, returns receipt requested, sent to the parties at their respective addresses. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.
- 15. <u>Binding Effect</u>. The provisions of this Service Agreement shall behind the parties and their representatives, successors and assigns.
- 16. <u>Integration</u>. This Service Agreement contains all the terms and conditions regarding the provision of the Youth Services by the County and the payment for these services by the City. No other understandings, oral or otherwise, regarding the subject matter of this Service Agreement exist.

Paul Words

Paul Worley, Mayor

CITY OF QUINCY

ATTEST:

Nancy Schanze, Finance Director / Clerk

GRANT COUNTY BOARD OF COMMISSIONERS:

Tom Taylor, Chair

By Cindy Carter, Vice Chair

By <u>Airkark Dley</u>

Richard Stevens, Member

ATTEST:

Barbara J. Vasquez